

PROFESSIONAL/PERSONAL SERVICES CONTRACT

This Contract ("this Contract"), entered into by and between the Office of the Attorney General (the "State") and G3 Technology Partners (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

- 1. Duties of Contractor.** The Contractor shall provide the services outlined in Exhibit A, attached hereto and incorporated herein by reference.
- 2. Consideration.** The Contractor will be paid fifty-seven thousand three hundred twenty-four dollars (\$57,324.00) in a lump sum upon satisfactory completion of all services plus any service time required at the rates set forth in Exhibit A. Total remuneration under this Contract shall not exceed sixty-three thousand three hundred twenty-four dollars (\$63,324.00).
- 3. Term.** This Contract shall be effective for a period of six months. It shall commence on August 5, 2005 and shall remain in effect through February 5, 2006.
- 4. Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract term, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
- 5. Assignment; Successors.** The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
- 6. Audits.** Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.
- 7. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by Contractor when accepted by the State.
- 8. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

9. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the State Ethics Commission, or visit the State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

H. The Contractor affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the Contractor is current in its payments on its liability to the State and has submitted proof of such payment to the State.

J. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state, or local statute, ordinance, rule or regulation.

11. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to the State.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. The Contractor covenants that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

13. Conflict of Interest.

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State.
- C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

14. Continuity of Services.

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
 - 1. Furnish phase-in training, and
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

15. Debarment and Suspension.

A. The Contractor certifies, by entering into this Contract, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any paybacks and or penalties that might arise from non-compliance. Contractor shall immediately notify the State if any

sub-contractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate work done by the sub-contractor pursuant to this Contract.

16. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Contract, then the Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination.

17. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

18. Drug-Free Workplace Certification.

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.

False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State in excess of \$25,000.00. No

award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

23. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

24. Independent Contractor. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

25. Information Technology Accessibility. All Contractors supplying information technology related products and services to the State must comply with all Indiana Office of Technology policies and standards.

The Contractor acknowledges and agrees that all hardware, software and services provided to or purchased by the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended, and adopted by the State of Indiana Office of Technology pursuant to IC 4-23-16-12.

26. Insurance.

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$500,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the State.

2. Automobile liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.

3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative, a certificate of insurance prior to the commencement of this Contract. Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, an "all states endorsement" covering claims occurring outside the State if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

2. The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this contract shall not be limited by the insurance required in this Contract.

3. The insurance required in this Contract, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

4. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract.

The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State agency prior to the commencement of this Contract.

27. Licensing Standards. The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, the Contractor shall notify State immediately and the State, at its option, may immediately terminate this Contract.

28. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

29. Nondiscrimination. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

30. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

**Martin Durand
Office of the Attorney General
302 West Washington Street, IGCS-5th Floor
Indianapolis, IN 46204**

B. Notices to the Contractor shall be sent to:

**G3 Technology Partners
5520 West 76th Street
Indianapolis, IN 46269**

C. As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by Contractor with the Auditor of State.

31. Order of Precedence. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the State, and (3) attachments prepared by the Contractor.

32. Payments. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

33. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

34. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

35. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

36. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

37. Taxes. The State is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

38. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

39. Termination for Default.

A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract;

2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

40. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

41. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

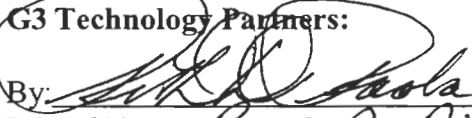
42. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

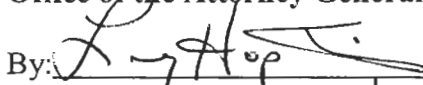
G3 Technology Partners:

By: 
Printed Name: PETER D. DiPAOLA
Title: PRESIDENT/CEO
Date: 8-5-05

(Where Applicable)


Attested By: _____

Office of the Attorney General:

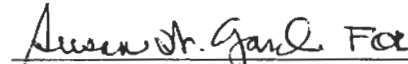
By: 
Printed Name: Larry Hopkins
Title: CAO
Date: 8-5-05

If a ITOC signature is necessary but the signature block is left blank, a statement must be inserted that authority has been delegated to this agency per a letter from ITOC dated ***.

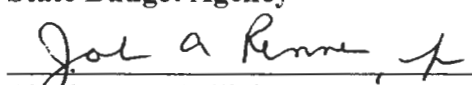
Indiana Office of Technology

By: 
Printed Name: Karl B. Browning
Title: CIO
Date: 8/8/05

Department of Administration


Earl A. Goode
Commissioner
Date: AUG 8, 2005

State Budget Agency


Charles E. Schalliol, Director
Director
Date: 8/10/05

APPROVED as to Form and Legality: Office of the Attorney General

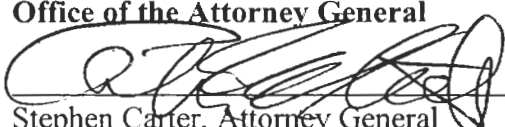

Stephen Carter, Attorney General
Attorney General
Date: 8/11/05

Exhibit A
Scope of Work Proposal
for
State of Indiana Attorney Generals Office

Pricing Effective Until: August 15, 2005

Executive Summary

The State of Indiana Attorney General's Office has requested a VoIP system quote for the Greenwood location with the capability for growth into other locations and to have a single system image via VoIP. Call Center is a future goal to compliment the outsourced call center in existence today.

As the State of Indiana moves toward a more technology converged platform, so too are the requirement for a state of the art communications system to improve communications efficiency to enhance the customers. After careful review, Vonexus has been selected for the best fit and a platform that Attorney General can build on and leverage as technology continues to move forward and as the State of Indiana continues to grow in the future.

Project Scope

G3 Technology Partners will perform the following services and activities described below while installing the components listed in the next section. These services, activities, and responsibilities characterize the full set of installation deliverables for this proposal.

Summary scope includes:

Vonexus Communications Server

G3 will provide Vonexus Certified Engineering personnel to implement the VONEXUS IP PBX for the Attorney General's Office. G3 will implement the core PBX functionality offered by VONEXUS including:

- IP PBX telephony server for calls
- Windows®-based Interaction Client® telephony client via WIN 32 and .NET Client
- IP phones from Polycom
- Unified Messaging Via MS Exchange
- Fax
- Automatic call distributor (ACD)
- One number Find-Me/ Follow-Me
- Interaction Attendant® automated attendant

- Total number users to be configured is 36 + 3 standalone stations
- Total number of lines to be configured is 36
- ACD Workgroups is 2 (receptionist and 1 workgroup)
- Total number of Polycom Phones configured by G3 Technology Partners as part of this install is 10 (This is essentially train the trainer of telephone implementation)
- Number of days Post Cutover to remain on site is 1
- Basic Automated Attendant/IVR without database retrieval and call flow including user DID configuration is included
- Intercom phone pager

General Assumptions

This proposal is based on the following assumptions:

- A Project Manager will be assigned with overall responsibility to work with the Attorney General's Office' Designated contact to plan, organize, and pursue a coordinated implementation effort. Working with the Client contact, the G3 Project Manager will develop a project plan outlining key deliverables, schedules, and milestones.
- All existing ancillary equipment not specified in the proposal is assumed to be compatible with the system proposed. If any existing equipment is not compatible this will need to be addressed aside from the scope of this project.
- Servers (if applicable): Due to the many variables in server bios, operating system revision and patches G3 Technology Partners can not estimate the time required to install and configure the proposed application(s) on a server that G3 Technology Partners or the application supplier does not provide. This will apply even when G3 Technology Partners furnishes the specifications for the server and operating system. Therefore with a client provided server G3 Technology Partners will bill the client at the current hourly rate for data applications to resolve any server integration issues that might occur.
- Reuse of existing cable infrastructure. See following section for requirements.
- G3 Technology Partners is not responsible for the installation of any extraneous data/voice applications or users during the installation of this project.
- G3 Technology Partners assumes that Attorney General's Office will supply all Telco coordination and provisioning. This may require equipment changes if Telco has specific access requirements.
- Attorney General's Office will provide all network addressing required to support network connectivity.
- Attorney General's Office will assure that physical environment is sufficient for hardware being installed.
- Attorney General's Office will provide G3 Technology Partners VPN client access for the purpose of remote access, troubleshooting and future maintenance activities.
- G3 Technology Partners will obtain Client's written approval for additional work outside of the context of this Agreement, which may incur additional costs.
- All warranties on hardware/software and supplies are those made by Vonexus of the hardware/software and supplies, unless otherwise specified. G3 Technology Partners will represent and warrant that their services will be performed in a professional and workmanlike manner using resources with necessary skills and experience to perform the services.
- In addition to G3's general warranty provisions, G3's warranty, as pertaining to telephony services, specifically excludes non-performance issues caused as a result of a non-G3 supplied hardware malfunction, software not installed by G3, or by incorrect data or incorrect procedure used by Client.
- G3 Technology Partners will provide knowledgeable representative(s) on an as needed and timely basis to:
 - Provide information, answer questions, resolve issues, and make decisions on project related materials and matters.

- Resolve issues related to network connectivity.
- Review, provide feedback on, and approve specifications, prototypes and other delivered materials on a timely basis.
- G3 Technology Partners will perform services on-site at the client location or off-site, as it deems most effective and appropriate
- Attorney General's Office will be responsible for planning and performing the acceptance testing, this will be based on the design of EIC, scripts and call flows provided by the Attorney General Office through the project design phase with G3's Business Analyst and Design Team. During the acceptance testing, Attorney General's Office will promptly notify G3 Technology Partners of any ways in which the network does not conform to the defined specifications and G3 Technology Partners will correct the problem so that the network conforms. Attorney General's Office will provide a sign-off to acknowledge acceptance of the solution within 10 days of completion of Attorney General's testing. Attorney General's Office' acceptance of the network will occur at:
 - Attorney General's Office' sign-off acknowledging acceptance
- It is critical that the descriptions and conditions outlined in the above sections hold true in order to keep project fees within the quoted estimates below and within the delivery times to be determined during project planning. Should any changes or exceptions to these descriptions and conditions occur, G3 Technology Partners will bring them to the attention of Attorney General's Office, along with an estimate of the additional time and fees involved, and obtain approval to proceed based on these changes via the Project Change Request Form.
- G3 Technology Partners will make every effort to stay within the estimated project hours to complete the application development. Unforeseen delays due to Telco communications issues, telephone line availability, ISP service availability, customer personnel issues, etc., may arise. Delays deemed to be mutually agreed upon to be within the parameters of "customer" responsibility will be billed at prevailing hourly rates.

Reuse of Existing Cable Infrastructure

Requirements for reuse of existing cable infrastructure:

- A cabling infrastructure defined as but not limited to, work area outlets, jacks, station cable (2,3, and 4 pair), multi-pair or backbone cable (6, 12, 25, 100, etc. pair), Fiber Optic cable, Outside plant cable (OSP) fiber and copper, over-voltage protection (lightning), pathways and spaces (conduits and enclosures), termination hardware (66 & 110 blocks and patch panels), patch cords or jumpers.
- It is expected that the Customer will provide "as-built" drawings (engineering/architect type blue prints or manually produced hard copy drawing) of building(s) shell, interior boundaries i.e. walls, door, and furniture, and other relevant details identifying all cable/work area locations, routes/pathways, and termination and/or distribution locations (MDF/IDF/D-Marc).
- In the event "as-builts" are not available, customer must provide accurate and documented cable records. Cable records must identify work area outlet via label on such and termination and/or distribution location of associated cable.
- Outlets and cable labels must match to where visual identification on both ends (work area and termination point) is accurate and trustworthy. These documents may be in written or electronic format.
- All cables must be capable of supporting all active and passive equipment, applications, and bandwidth requirements associated with the deployment of the products and services within the scope of this project. The manufacturers most current written documentation associated with these parameters will be the default resource for determining if a cable be capable or qualified.
- Installation failures associated with known or unknown cable damage, non-standard installation methods, inferior product, or length will be considered unacceptable for use.
- In the event that "as-builts" and/or cable records are nonexistent or out-of-date, G3 Technology Partners can provide "tone and tag" or "as built" services for an additional professional services charge.
- In the event that any of the existing cable infrastructure proves unacceptable, incapable or unqualified to support the equipment, applications, and bandwidth requirements associated with the deployment of the products and services within the scope of this project, G3 Technology Partners can provide a proposal for the repair, installation, or design of a new cabling infrastructure for an additional professional services charge.

Project Leadership

A successful implementation relies on successful project leadership by both the Attorney General's Office contact and the G3 Project Manager. Together these individuals increase the probability of meeting scheduled completion dates and directly impacting the ease and efficiency of the project transition.

Project Manager Responsibilities

- Develop key deliverables, schedules, and milestones.
- Schedule the Client Turnover Meeting to introduce themselves to the Attorney General's Office team and to discuss deliverables, dates, and the Statement of Work.
- Provide updates to the client contact as to the progress of the implementation.
- Commit to the project through the duration of the implementation cycle.
- Be on site as needed including the implementation cut and the following day (1st day live).
- Handle lead project management at all installation locations for multi-site configurations.
- Ensure client satisfaction.

- Provide satisfaction survey documentation and obtain sign-off.

Client Responsibilities

- Designate an on site contact as the authorized individual to work with G3 personnel to make changes to the scope of the project and make necessary decisions on behalf of Attorney General's Office.
- Work with the G3 Project Manager throughout the implementation cycle.
- Be on site at cut-over, first business day after implementation and any times in which the G3 Implementation team is on site working towards project completion.
- Provide server for running MS-SQL for reporting and SIP-BCM Proxy Server.
- Act as or name a system administrator.
- Client is responsible for MS-SQL database for reporting
- Client is responsible for the voice gateway to be provided and configured with appropriate QoS and desired PRI/T1 support for voice conversations
- Client is responsible for POE switches (already in place)

Implementation Practices

Time of Implementation

G3 Technology Partners strives to make the transition from your old system to the new solution as trouble-free as possible with the least amount of disruption to your daily business operations. The implementation (cut-over) will often require us to perform tasks that will affect your existing services. Depending on the circumstances, these disruptions might include dropped phone conversations, downed phone lines, and system failures. Since most clients cannot allow disturbances in normal business functions, G3 Installation Team performs service-affecting tasks after hours.

For those clients who can tolerate system interruptions during normal business hours G3 offers a reduction in proposed price for allowing the implementation to be performed between 8:00 a.m. and 5:00 p.m.

Replacing Existing Telecommunication Systems

When replacing existing equipment, G3 installs the new system in the same Equipment Room within close proximity of the existing equipment until it is time to cut the new system over. This process serves to minimize labor at overtime rates. If G3 is unable to install the new system within manufacturer cable lengths of the existing equipment or prepare the frame prior to cut-over, due to space constraints, existing frame layout, service affecting issues, etc, additional charges will be applicable.

All displaced equipment will be moved out of the way of the new equipment, as neatly as possible. The new equipment will be cross connected to the house cabling and the telco facilities. G3 will collect the displaced telephone sets and put them in an on-site location mutually agreed upon by both the on-site Attorney General's Office contact and the G3 Project Manager.

Time-Frames

Because our vendors dictate shipping practices in accordance with manufacturer inventory, and our internal ordering processes require an accurate compilation of equipment necessary for complete installation, it should be assumed that hardware delivery will take 15 days from receipt of contractual signatures, and cutovers will be scheduled accordingly..

Standard Training

Client satisfaction is our number one priority. How well the employees adapt to the solution we propose directly impacts the overall satisfaction ratings we receive after implementation. G3 believes that the more your employees know about how to use the features that our solution provides, the more user-friendly it is and the more efficient they are. With that in mind, G3 Technology Partners offers the best in-class training available.

G3 Responsibilities:

- As part of the implementation, G3 will provide a system overview designed for IT staff to include Server Monitoring and basic troubleshooting.
- End user training is provided through the VONEXUS Interaction Client CBT and 8 training hours. Additional train the trainer or group training sessions are available based on the client need. The cost for providing additional training is \$250.00 per hour with a 4 hour minimum.
- An On-line training class for EIC system administration is provided from Vonexus with the purchase of Vonexus. Additional users may be added at the cost of \$1,500.00 per class.
- System documentation will also be provided in CD format.
- All training will be done during normal business hours (8am – 5pm, Monday – Friday).

Client's Responsibilities

- Provide System Administrator and the time for System Administrator to work with the G3 installation team to coordinate the System and Station Review process.
- The System Administrator will schedule End-User training and be available for managing the training logistics: training site location and availability, confirming End-User attendance, assuring Client business practices in use of system resources, and assisting in training remote End-Users. End-User training will need to be organized by the types of phones the employee will be using.
- The client will be responsible for ensuring that all employees complete training. (Supplemental training is offered at an additional charge)

Product Summary

The following is a product summary for the proposed project:

Qty	System Packages	Short Descriptions*	Extended Price	
1	EIC Premium 2 (HP Raid 1 Rack)	<p>EIC IP PBX Premium System, Voice Mail, ACD (automatic call distribution), Auto-Attendant, Unified Messaging services, Fax services, Reporting, Locality lookup, Multi-Site replication, Intel HMP Server Software, (1) Standard Software Based Administrator Client, (12) External Call ports, (12) Intel HMP Voice Resources, (6) Intel HMP Conference Resources, (12) Intel HMP RTP Audio G.711, (1) EIC Client CBT and (1) EIC Online Administration Class. Does not include station or user licensing.</p> <p>Server Platform:</p> <p>HP DL 360 G4 Dual Intel Xeon Processor 3.0 GHz/800MHz - 1GB memory, 2-36GB SCSI hard drives, Embedded NC7782 Dual Port NIC, U320 Smart Array 6i Controller (embedded on system board), 2-325W, power supplies, Windows 2003 server - 1 full length and 1 half length 64bit/133MHz PCI-X slot (Rack)</p>	\$12,878.00	\$8,878.00
1	HP DL360 G4	<p>Server Platform: For Automatic Switchover</p> <p>HP DL 360 G4 Dual Intel Xeon Processor 3.0 GHz/800MHz - 1GB memory, 2-36GB SCSI hard drives, Embedded NC7782 Dual Port NIC, U320 Smart Array 6i Controller (embedded on system board), 2-325W, power supplies, Windows 2003 server - 1 full length and 1 half length 64bit/133MHz PCI-X slot (Rack)</p>	\$5,496.00	\$2,200.00

Qty	Access Licenses	Short Descriptions*	Extended Price	
3	Basic Station – NO Client	Audio connection to any internal party or device (phone, fax machine, or modem). Also required for remote station connections.	\$135.00	\$121.50
30	.NET Client	Outlook .NET with Basic Station to MS Outlook .NET Client. Includes 1 Basic Station	\$2,750.00	\$3,375.00
5	Call Center 1 Client	Call Center 1 Client, Includes basic station and WIN 32 Client Access	\$2,625.00	\$2,365.00
1	EIC Client WIN 32	Basic Station, Win 32 Client Includes 1 Basic Station and 1 Win 32 Client access license per each	\$95.00	\$95.00
1	Interaction Supervisor Add-on	Advanced supervision of system and call activity	\$625.00	\$625.00
1	Reports Page Add-on	Adds ability to view and run reports from the Reports tab to a WIN 32 Client or a WIN 32 Contact Center Client	\$140.00	\$140.00

Qty	Port Licenses	Short Descriptions*	Extended Price	
12	External Call Port - IVR Port (9-16 Ports)	Required for external phone lines and IVR ports	\$3,000.00	\$2,850.00

Qty	Standalone Servers	Short Descriptions*	Extended Price	
1	Interaction SIP Proxy, BCM	The SIP Business Continuity Manager provides robust remote site survivability for centralized IP Telephony deployments. Features include call detail recording, real-time server status for call routing, unlimited routing plans, stateful operation capabilities and aliasing of user and station numbers. The SIP-BCM can be used with a wide range of vendor gateways, phones and soft switches	\$750.00	\$675.00
1	Automatic Switchover License	Automatic Switchover License	\$1,000.00	\$750.00

Qty	Media Resources	Short Descriptions*	Extended Price	
5	Intel HMP Voice Resources	Voice media resource, requires an RTP (real-time transport protocol) Audio resource to function <i>(12 ARE INCLUDED IN THE BASE SYSTEM)</i>	\$60.00	\$60.00
5	Intel HMP Conference Resources	Conference resource for conference calls and supervisory listen <i>(6 ARE INCLUDED IN THE BASE SYSTEM)</i>	\$240.00	\$240.00
2	Intel HMP Fax Resources	Fax resource to send or receive faxes <i>(0 ARE INCLUDED IN THE BASE SYSTEM)</i>	\$202.00	\$182.00
20	Intel HMP RTP Audio G.711 only	Base RTP audio resource plus G.711 codec <i>(12 ARE INCLUDED IN THE BASE SYSTEM)</i>	\$200.00	\$200.00
17	Intel HMP Voice Resources for Switchover	Voice media resource, requires an RTP (real-time transport protocol) Audio resource to function	\$102.00	\$102.00
11	Intel HMP Conference Resources for switchover	Conference resource for conference calls and supervisory listen	\$264.00	\$264.00
32	Intel HMP RTP Audio G.711 only for switchover	Base RTP audio resource plus G.711 codec	\$160.00	\$160.00
2	Intel HMP Fax Resources for switchover	Fax resource to send or receive faxes	\$101.00	\$101.00

Qty	Product Name	Short Descriptions*	Extended Price	
2	Polycom SoundPoint IP300 Telephone*†	Two-line desktop IP telephone with one-way speakerphone	\$276.00	\$276.00
36	Polycom SoundPoint IP501 Telephone*†	Three-line desktop IP telephone with full duplex speaker	\$7,200.00	\$7,200.00
1	Polycom IP4000	Single line Full Duplex Conference Room Phone	\$951.60	\$951.60
39	Power of Ethernet Cables	POE Cables	\$1,365.00	\$1,365.00
39	UM	Unified Messaging (Add voice messages into Outlook)	\$1,365.00	\$1,228.50

39	Fax Messaging	Fax Messaging (Add fax into Outlook)	\$585.00	\$526.50
1	Premium Support	24 x 7 Remote Support on Hardware and Software with emergency after hours, Bug Fixes, Feature Packs, Upgrades (Price based on End Customer Price)	\$5,869.90	\$5,869.90
1	EIC Deployment Training	INSTRUCTOR LED: This course is a practicum for the "EIC Installer" and will include sizing & configuration, implementation practices, step-by-step installation instructions, EIC System Administration and Interaction Attendant training, and transition to support.	\$3,000.00	\$0.00
1	<u>Labor</u>	To Program Data Switches	800.00	800.00
			\$52,425.50	\$41,601.00

		<u>OPTIONAL Add-On**</u>		
	Per Station Cost	Upgrade Basic Station to Win 32 Client	\$50.00	
	Per Station Cost	Upgrade Basic Station to MS Outlook .NET Client	\$80.00	
	Per Station Cost	Upgrade Basic Station to MS CRM Client	\$110.00	
	Server Software License	MS-CRM Server Plug-in license	\$1,000.00	
	Per User Cost	Unified Messaging (Add voice messages into Outlook)	\$35.00	
	Per User Cost	Fax Messaging (Add fax into Outlook)	\$15.00	
		Server Upgrade to RAID-5 3 Disk Array, Dual Processors, Dual Power Supplies and Redundant Fans	\$4,137.00	
		IP Readiness Assessment	\$2,500.00	
		<i>**All the items above under Optional Add-On** will require 1st year premium support added at 14% of the listed price. Professional Services for implementation of additional items are not included.</i>		

Final Investment Summary

Vonexus Software and Hardware Above	\$41,601.00
Professional Services for design, implementation and user training	\$15,723.00
TOTAL INVESTMENT	\$57,324.00

Implementation Assumptions & Responsibilities

- Attorney General's Office will ensure that the installation of or changes to their network or dial circuits is complete.
- Client OR Client's agent will ensure all DMARC extension requirements are identified, furnished, and visibly marked for easy identification by G3 technicians within eight feet of the equipment.
- Requests for support or services beyond this SOW require written approval by Client and acceptance by the G3 Project Manager in the form of an Installation Change Order as described in Section 2 of the Master Purchase Agreement. Engineering or configuration changes made by Client after project initiation may affect the agreed-upon project schedule and will require a project review to determine impact and schedule requirements.
- The Main Distribution Frame (telco terminations and house cable terminations) will remain in place, without the need to extend existing termination with feeder cable.
- Attorney General's Office will designate an on-site contact to assist during installation (see Project Leadership Section).
- G3 personnel will have unrestricted access to work areas as needed, to be arranged with the designated customer contact
- G3 is not responsible for the performance, quality, or delays caused by third-party vendors hired by the client

Site Not Ready

If operational functionality cannot be established due to Client's failure to perform the responsibilities established herein or Third Party Products, are not installed and working (except where G3 and Client have executed an Agency Agreement and such failure was caused by G3 sole negligence). Customer shall furnish, at no cost to G3, adequate lighting, heat, temporary heat, protection against inclement weather, power, water, cleaning, elevator service, hoisting, watchman, and similar items and services. Customer shall also supply all supplemental equipment required and appropriate access to same, including, but not limited to, air conditioning, conduits, commercial power wiring outlets, and mounting surface if required. Further, Customer shall also permit or arrange for access to the Premises for G3's installation and maintenance personnel and shall provide a suitable protected area for storage of the equipment pending its installation. The above Customer obligations must be performed on or before dates mutually agreed upon in writing.

Vonexus – Premium Support Agreement

G3 Technology Partners Premium Support program for Vonexus products is provided for Vonexus clients. G3 Technology Partners Support is provided in accordance with the Vonexus end user license agreement. G3 Technology Partners Standard Support will cover the following:

- 24 x 7 x 365 access to G3 Technology Partners Support (emergency only outside of normal business hours 8am to 5pm)
- System Triage - Collect IC logs, event logs, and call IDs
- Troubleshooting existing CO circuits
- Troubleshooting existing Vonexus data communications connections
- Troubleshooting integration with existing third party software applications, such as MS Exchange and M.S. SQL
- Escalation of Incidents to Vonexus
- Troubleshooting server hardware failures
- Implement Vonexus Approved Hot Fixes, Intel PTR's, SIP Patches
- Interaction Administrator Support
- Interaction Attendant Support
- Maintain Customer Profile

Professional Services Rates

Professional Services Rates are applied to non-emergency after hour support, weekend support, and MAC support (moves, adds and changes). ALL onsite support is billable at the current Professional Services Rates. Professional Services rates may apply to support resolutions not defined under the Standard Support offerings.

Professional Services Rates are as follows:

Service	Minimum	MAC (Move, Add or Change)	Minimum
Mon-Fri 8:00a.m. – 5:00p.m.	\$ 185.00/Hr 2 Hour	Mon-Fri 8:00a.m. – 5:00p.m.	\$185.00/Hr 1 Hour
After Hours and Saturday	\$ 277.50/Hr 2 Hour		
Sundays and Holidays	\$ 370.00/Hr 2 Hour		

Standard Support Response Times

G3 Technology Partners realizes that response times are critical to you. Therefore, every call will be handled efficiently and professionally. Response times for emergency and non-emergency Incidents are based on an Incident's priority. Incidents are classified as having either a **Critical, High, Medium** or **Low** priority. Maximum response times that will be applied to Standard Support incidents are:

- 4-hour response on System Down (Critical)
- 8-hour response for System Up with production affecting issues/failures (High)
- 24-hour response for System Up minor impacting issues/failures (Medium)
- 48-hour response for MAC requests, minimal system disruption Incidents, and inquires. (Low)

Customer Initials: _____

Standard Support Client Requirements

In order for G3 Technology Partners to provide Standard Support to a customer, the following requirements must be met:

- Secure broadband / high-speed remote access utilizing PC Anywhere or Microsoft Terminal Services to the Interaction Center Server and to the reporting database.
- Adopt standard System Change Control processes and procedures
- (1) Onsite IC Administrator trained employee
- Site Audit
- Interaction Center System must be operating on a currently supported version of the Interaction Center Software

Standard Support Offering Descriptions

Implementation of 13 Hot Fixes, PTR's and Patches

G3 Technology Partners will implement approved Hot Fixes, Intel PTR's and SIP patches via remote access. If high-speed remote access is not made available to G3 Technology Partners, G3 Technology Partners must perform Hot Fixes and Patches onsite, as applying them via dial-up access is not recommended. Onsite support G3 Technology Partners are billed at the current Professional Services Rates.

Interaction Administrator Support

G3 Technology Partners will provide basic Interaction Administrator Support to Standard Support Customers. This includes assisting a Standard Support customer with administrative tasks such as adding/modifying users, adding/modifying lines, and configuration updates for the base system. As well, customers are given 1 on-line administrator class during initial system purchase.

Site Profile

G3 Technology Partners Technical Support will gather system configuration information via VPN access for all Standard Support Customers. This information will be documented as a Standard Support Customer Site Profile within our Site Profile System. The Site Profile assists G3 Technology Partners Technical Support while troubleshooting an Incident.

Secure Broadband / High-Speed Remote Access

To expedite troubleshooting, G3 Technology Partners Technical Support will generally employ remote control technology. Clients are required to allow G3 Technology Partners Technical Support remote control access over their IC Server and the SQL Reporting Database. G3 Technology Partners may utilize PC Anywhere or Microsoft Terminal Services.

To maintain service level objectives, G3 Technology Partners requires that you provide a secure high-speed broadband access method to access these systems. If you are unable to provide high-speed broadband access, you may incur slowed response and /or resolution times. Furthermore, you will be invoiced for all long distance fees accumulated during remote access support.

Once tracing is activated, secure high-speed remote access accelerates up log retrievals and collection of other information. G3 Technology Partners Technical Support understands and respects your right to maintain your systems' security, and promises to work with you to ensure that the security of all systems is maintained.

Customer Initials: _____

System Change Control Processes and Procedures

All Standard Support Customers must implement system change control processes and procedures. Such procedures include:

- Thoroughly testing all major system modifications in a development environment
- Documenting all significant system changes in a Logbook and notifying G3 Technology Partners of modifications
- Performing system changes during non-business hours
- Notifying G3 Technology Partners Technical Support of significant server changes
- Implementing proactive system maintenance.

IC Administrator Trained Employee

Per the guidelines of Interactive Intelligence, G3 Technology Partners requires that Standard Support customers have a minimum of (1) employee that has attended and passed the IC System Administration course. If you need details on attending this or any other I3 training course, please contact Bob.King@g3tp.com.

Remedies

If G3 is unable, after repeated efforts, to remedy a problem by correction or replacement of software or a combination thereof, or if G3 otherwise materially breaches these Maintenance Terms and fails to correct such breach within thirty (30) days of written notice thereof, Customer may terminate these Maintenance Terms and receive a pro rata refund of the Annual Maintenance Fee for the then current term.

Customer Initials: _____

Vonexus – Warranty Schedule B

G3 Technology Partners Warranty for Vonexus products is covered under this warranty schedule and starts from the date of purchase for a period of 1 year. G3 Technology Partners Warranty is provided in accordance with the Vonexus end user license agreement. G3 Technology Partners Warranty will cover the following:

- 24 x 7 x 365 access to G3 Technology Partners Support (emergency only outside of normal business hours 8am to 5pm)
- System Triage - Collect IC logs, event logs, and call IDs
- Troubleshooting existing CO circuits
- Troubleshooting existing Vonexus data communications connections
- Troubleshooting integration with existing third party software applications, such as MS Exchange and M.S. SQL
- Escalation of Incidents to Vonexus
- Troubleshooting server hardware failures
- Implement Vonexus Approved Hot Fixes, Intel PTR's, SIP Patches
- Interaction Administrator Support
- Interaction Attendant Support
- Maintain Customer Profile

Professional Services Rates

Professional Services Rates are applied to non-emergency after hour support, weekend support, and MAC support (moves, adds and changes). ALL onsite support is billable at the current Professional Services Rates. Professional Services rates may apply to support resolutions not defined under the Standard Support offerings.

Professional Services Rates are as follows:

Service	Minimum	MAC (Move, Add or Change)	Minimum
Mon-Fri 8:00a.m. – 5:00p.m.	\$ 185.00/Hr 2 Hour	Mon-Fri 8:00a.m. – 5:00p.m.	\$185.00/Hr 1 Hour
After Hours and Saturday	\$ 277.50/Hr 2 Hour		
Sundays and Holidays	\$ 370.00/Hr 2 Hour		

Standard Support Response Times

G3 Technology Partners realizes that response times are critical to you. Therefore, every call will be handled efficiently and professionally. Response times for emergency and non-emergency Incidents are based on an Incident's priority. Incidents are classified as having either a **Critical**, **High**, **Medium** or **Low** priority. Maximum response times that will be applied to Standard Support incidents are:

- 4-hour response on System Down (Critical)
- 8-hour response for System Up with production affecting issues/failures (High)
- 24-hour response for System Up minor impacting issues/failures (Medium)
- 48-hour response for MAC requests, minimal system disruption Incidents, and inquires. (Low)

Customer Initials: _____

Client Requirements

In order for G3 Technology Partners to provide Warranty Support to a customer, the following requirements must be met:

- Secure broadband / high-speed remote access utilizing PC Anywhere or Microsoft Terminal Services to the Interaction Center Server and to the reporting database.
- Adopt standard System Change Control processes and procedures
- (1) Onsite IC Administrator trained employee
- Site Audit
- Interaction Center System must be operating on a currently supported version of the Interaction Center Software

Standard Support Offering Descriptions

Implementation of I3 Hot Fixes, PTR's and Patches

G3 Technology Partners will implement approved Hot Fixes, Intel PTR's and SIP patches via remote access. If high-speed remote access is not made available to G3 Technology Partners, G3 Technology Partners must perform Hot Fixes and Patches onsite, as applying them via dial-up access is not recommended. Onsite support G3 Technology Partners are billed at the current Professional Services Rates.

Interaction Administrator Support

G3 Technology Partners will provide basic Interaction Administrator Support to Standard Support Customers. This includes assisting a Standard Support customer with administrative tasks such as adding/modifying users, adding/modifying lines, and configuration updates for the base system. As well, customers are given 1 on-line administrator class during initial system purchase.

Site Profile

G3 Technology Partners Technical Support will gather system configuration information via VPN access for all Standard Support Customers. This information will be documented as a Standard Support Customer Site Profile within our Site Profile System. The Site Profile assists G3 Technology Partners Technical Support while troubleshooting an Incident.

Secure Broadband / High-Speed Remote Access

To expedite troubleshooting, G3 Technology Partners Technical Support will generally employ remote control technology. Clients are required to allow G3 Technology Partners Technical Support remote control access over their IC Server and the SQL Reporting Database. G3 Technology Partners may utilize PC Anywhere or Microsoft Terminal Services.

To maintain service level objectives, G3 Technology Partners requires that you provide a secure high-speed broadband access method to access these systems. If you are unable to provide high-speed broadband access, you may incur slowed response and /or resolution times. Furthermore, you will be invoiced for all long distance fees accumulated during remote access support.

Once tracing is activated, secure high-speed remote access accelerates up log retrievals and collection of other information. G3 Technology Partners Technical Support understands and respects your right to maintain your systems' security, and promises to work with you to ensure that the security of all systems is maintained.

Customer Initials: _____

System Change Control Processes and Procedures

All Warranty Customers must implement system change control processes and procedures. Such procedures include:

- Thoroughly testing all major system modifications in a development environment
- Documenting all significant system changes in a Logbook and notifying G3 Technology Partners of modifications
- Performing system changes during non-business hours
- Notifying G3 Technology Partners Technical Support of significant server changes
- Implementing proactive system maintenance.

IC Administrator Trained Employee

Per the guidelines of Interactive Intelligence, G3 Technology Partners requires that Standard Support customers have a minimum of (1) employee that has attended and passed the IC System Administration course. If you need details on attending this or any other I3 training course, please contact Bob.King@g3tp.com.

Customer Initials: _____